

## DigitalStakeout Support Policy & Performance Service Level Agreement

### DigitalStakeout Support Policy

#### Getting Support

DigitalStakeout's policy is to acknowledge all DigitalStakeout Customer as fast as possible. An incident ticket is assigned a priority based on the nature of the issue. Agreement to a different frequency on a ticket/request must be in writing in Customer's Service Agreement. This Service Level Agreement is only applicable to DigitalStakeout Customers which are in current standing or do not exceed 30 days of past due billing.

Officially, support is provided from 9:00 AM to 5:00 PM (Eastern Time), for DigitalStakeout Business Days that are defined as Monday through Friday of a calendar week excluding DigitalStakeout holidays. Customers can request support at ANY time, every member of the DigitalStakeout team is watching for tickets. We'll do our best to resolve your issue as fast as possible!

Trouble/request tickets must be opened through:

- DigitalStakeout Support Portal
- Email to [support@digitalstakeout.com](mailto:support@digitalstakeout.com)
- Call into DigitalStakeout Support at 800-840-6435 x 2

#### Issue Response and Resolution Times

**Urgent:** Critical business impact description: The service is completely unusable due to a technology failure, resulting in a critical impact to Customer. This condition requires an immediate solution.

Response/Acknowledgement: Two (2) Hours

Update Frequency to Customer: Updates via ticket systems will be made on a 4-hour basis. Continuous efforts will be applied until the priority of the issue is reduced or the issue is resolved.

Target Resolution: ASAP

**High:** Significant Business Impact Description: The service is usable by Customer but the defect/issue impacts a major feature that is limited or unavailable.

Response/Acknowledgement: Four (4) Hours

Target Resolution: (1) Business Day

**Normal:** Some Business Impact Description: A service is usable by Customers but the defect/issue impacts a less significant feature that is limited or unavailable.

Response/Acknowledgement: (1) Business Day

Target Resolution: Five (5) Business Days

**Low:** Minimal business impact Description: The problem causes little impact to Customers and a reasonable fix to the problem can be implemented within the target resolution time.

Response/Acknowledgement: (1) Business Day

Target Resolution: Fourteen (10) Business Days

## Performance Service Level Agreement

### 99.9% Portal Availability

DigitalStakeout guarantees the availability of its Service to be above 99.9%. In the event that 99.9% up-time is not experienced in a given month, DigitalStakeout will refund up to 25% of the Customer's monthly service fees.

### Monthly Up-time Percentage, Customer Refund

< 99.9% – >= 99.0%, 5% of current monthly charge  
< 99.0% – >= 97.5%, 7.5% of current monthly charge  
< 97.5% – >= 95.0%, 10% of current monthly charge  
< 95.0%, Capped at 25% of current monthly charge

## Limitations

- Any scheduled downtime for hardware or software maintenance “regular maintenance” will not apply towards this downtime calculation.
- Any emergency downtime for hardware or software maintenance “emergency maintenance” will not apply towards this downtime calculation.
- This SLA does not apply in any situation where downtime is caused by, or could have been prevented by the Customer.
- This SLA will not apply in circumstances where downtime has been caused by forces beyond the Company's “span of control.” An example of this would be example carrier outages and natural disasters.
- SLA does not apply to any DigitalStakeout data partner connectivity or data collection disruption.

“**Regular Maintenance**” means any planned maintenance scheduled by DigitalStakeout. DigitalStakeout will notify Customer in writing (including via email) at least 48 hours prior to any Regular Maintenance.

“**Emergency Maintenance**” means any maintenance or unplanned outage that must be performed promptly, regardless of time of day / busy hour that impacts or may impact the integrity, security or availability of DigitalStakeout services. DigitalStakeout will give written notice (including via email) of Emergency Maintenance to Customer as far in advance as reasonably possible and will promptly notify Customer in writing (including via email) of any event or unplanned outage.

“**Span of Control**” means those areas of functionality and technology, including hardware and software used in the provision of the DigitalStakeout Services, that are reasonably under the direct control of DigitalStakeout but expressly excludes any: (i) a Force Majeure event; (ii) software or hardware not provided or controlled by DigitalStakeout or its subcontractors, subsidiaries, agents and/or affiliates; and (iii) outages elsewhere on the Internet, including but not limited to interruptions at any Customer or third party data center or ISP, cloud provider, data provider, that hinder Customer's access to the DigitalStakeout Services.

## Service Level Agreement (SLA) Terms

All SLA claims must be filed by opening a ticket in the Portal support site within 7 days of the incident. The ticket must include a full description of the incident. All SLA credits will be issued as service credits against future invoices.